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EXAMINER	
ALLEN, WILLIAM J	
ART UNIT	**PAPER NUMBER**
3625	

SHORTENED STATUTORY PERIOD OF RESPONSE	MAIL DATE	DELIVERY MODE
3 MONTHS	03/07/2007	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

If NO period for reply is specified above, the maximum statutory period will apply and will expire 6 MONTHS from the mailing date of this communication.

Office Action Summary	Application No.	Applicant(s)	
	10/790,653	LEE ET AL.	
	Examiner	Art Unit	
	William J. Allen	3625	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *12/13/06*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *8-15,17,18 and 20-33* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *8-15, 17-18, and 20-33* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☒ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

Prosecution History Summary

Claims 1-7, 16, and 19 have been canceled per applicant's amendment filed December 13, 2006.

Claims 25-33 have been added per applicant's amendment filed December 13, 2006.

Claims 8-15, 17-18, and 20-33 are pending and rejected as set forth below.

Response to Arguments

Applicant's arguments filed 12/13/2006 have been fully considered but they are not persuasive.

Regarding claim 8, Applicant's amendment reciting "wherein the quality of service includes at least of precision or a timeliness of data obtained" does not move to distinguish the claimed invention from the cited prior art. More specifically, Pallister teaches the claimed invention with the exception of the specific types of quality of service. Pallister, though, does teach user preferences for various quality of services related to the web service being obtained, including (but not limited to) expected capacity, accuracy, reliability, bandwidth, capacity, security, etc. (see at least: abstract, 0023, 0028). As noted above, Pallister does not explicitly teach the specific use of *precision* and *timeliness* as quality of services; however, these differences are only found in the nonfunctional descriptive material, and the specific type of quality of service is not functionally related to the substrate of the invention. Thus, this is descriptive material and does not distinguish the claimed invention from the prior art in terms of patentability, see *In re Gulack,* 703 F .2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to incorporate any type of quality of service because such data does not functionally relate to the substrate of the invention and merely labeling the types of quality of service differently from that in the prior art would have been obvious. See *In re Gulack* cited above. Thereby, the rejection of claim 8 under 35 USC 102(e) as being anticipated by Pallister is maintained.

Regarding claim 18, applicant has amended claim 18 to include the features of "enabling a use of the at least one of the web services through transaction with a proxy" and "recording information on the transaction corresponding to the quality of service for the at least one of the web services on the proxy". Microsoft Press Computer Dictionary, third edition defines a "proxy" as a component that manages Internet traffic to and from a local area network. To the same accord, applicant's specification, page 8, paragraph 25, lines 4-7 suggest the same idea:

> "By making use of the hyper-text transfer protocol (HTTP), the storage component 12 may serve as a proxy, receiving the request for service from the customer 14, and then in turn passing the request on the web services provider 16."

Thereby, a proxy is merely a component that can relay information across a network. With this in mind, Pallister does indeed teach such an aspect. For example, the request for web services is submitted to the web services directory server 200, which contains general information on the available web services from the web service providers 300 (note web services database 220). Pallister facilitates the acceptance of a query/request, relays the query, and returns a listing of web service providers that offer the desired web service (see at least: 0018-0019, Fig. 1). Because a customer has a profile of a desired web service inputted to the server 200, and the server 200 returns web services available from web service providers who match the profile,

Pallister therein teaches at least some temporary storage of the request by the server 200 in order to make such comparisons and return matching results. Thereby, Pallister teaches "enabling a use of the at least one of the web services through transaction with a proxy" as well as "recording information on the transaction".

Additionally, though Pallister teaches at least the temporary storage of the request information (i.e. *transaction information*), it is not explicitly shown that part of the request information stored corresponds to *the quality of service for the at least one web service.* Applicant's remarks regarding this newly amended feature are thereby moot in view of new grounds of rejection.

Specification

The amendment filed 12/13/2006 is objected to under 35 U.S.C. 132(a) because it introduces new matter into the disclosure. 35 U.S.C. 132(a) states that no amendment shall introduce new matter into the disclosure of the invention. The added material which is not supported by the original disclosure is as follows: "mutually exclusive" offers.

Applicant is required to cancel the new matter in the reply to this Office Action.

Claim Rejections - 35 USC § 112

1. The following is a quotation of the first paragraph of 35 U.S.C. 112:

> The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

2. Claim 28 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

The Examiner notes that, though applicant includes such aspects as removing an offer, this is done so in reference to a conditional nested offer that "may remove or revise" other offers (see Specification, Page 10 line 22 to Page 11 line 2). Nowhere in the specification, does the term "mutually exclusive" appear.

Claim Rejections - 35 USC § 103

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

4. Claims 8-9, 11-12, 15, 17, 25, 27, and 30-31 are rejected under 35 U.S.C. 103(a) as being unpatentable over Pallister et al. (US 20030195813).

Regarding claims 8, Pallister teaches a system and method for selling web services based on the quality of service comprising:

an offering component configured to identify one or more web services and a quality of service related to at least one of the web services provided by one or more web service providers (see at least: abstract, 0014, 0028, Fig. 2-3, claim 16); The Examiner notes that accuracy, reliability, bandwidth, capacity, security, etc. represent qualities of service.

a transaction component operable for a customer to obtain the web service offering from the provider in accordance with the identified quality of service (see at least: 0027, 0029-0030, Fig. 2-3) *wherein the quality of service includes at least one of a precision or a timeliness of data.* As noted in the *Response to Arguments* section, "wherein the quality of service includes at least of precision or a timeliness of data obtained" does not move to distinguish the claimed invention from the cited prior art (note above remarks, *In re Gulack*).

Regarding claims 9, 11-12, 15, 17, 25, 27, and 30-31 Pallister teaches:

(9) *wherein the offering component identifies a plurality of web services by a plurality of providers* (see at least: abstract, 0014).

(11) *wherein the offering component includes a price associated with each of the one or more web services offered* (see at least: 0006-0007, 0015, 0017, 0020, 0023, 0024-0025, 0028-0031, 0033, claim 16).

(12) *wherein the offering component includes a quality of service related to each of the web services* (see at least: 0028, 0031, claim 16).

(15) *wherein the customer is further defined as a business with offerings to customers associated with the web services* (see at least: 0004-0006, 0014).

(17) *wherein the customer is further defined as an entity utilizing the web service* (see at least: 0004-0006, 0014).

(25) *wherein the customer obtains the web service offering from the provider in accordance with a combination of price, quantity, and the identified quality of service* (see at least: 0007, 0017, 0020, 0028, 0033).

(27) *wherein the offering component includes multiple combinations of price, quantity, and quality of service for each of the one or more web services offered* (see at least: 0007, 0017, 0020, 0024-0025, 0028, 0033).

(30) *providing the use of the at least on of the web services obtained from the first of the providers in accordance with a configuration* (see at least: abstract, 0027, 0029-0030, Fig. 2 (note P280)).

(31) *obtaining, by the at least one customer, the at least one of the web services from a second of the providers and providing the use of at least one of the web services obtained from the second of the providers in accordance with the configuration* (see at least: abstract, 0027-0030, Fig. 2 (note P230 and P250). The Examiner notes that a customer may engage the web service from a multiplicity of providers using a bid process (i.e. from a first, second, third, etc. provider).

5. Claims 10, 13, and 26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Pallister in view of Hartsell et al. (US 20020049608).

Regarding claims 10 and 26, Pallister teaches all of the above as noted and further teaches where providers are compensated for the services and functionality they provide (see at least: 0005). Pallister, however, does not expressly teach *a financial component operable for the customer to compensate the provider for the web services obtained.* Hartsell teaches *a financial component operable for the customer to compensate the provider for the web services obtained* (seen at least: 0012, 0015, 0095, 0302, 0325, Fig. 7). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Pallister to have included *a financial component operable for the customer to compensate the provider for the web services obtained* as taught by Hartsell in order to provide competitive service differentiation and enhanced revenue generation (see at least: Hartsell, 0302).

Additionally, regarding claim 26, Pallister further teaches *wherein the compensation is based on at least the identified quality of service* (see at least: 0005, 0007-0008).

Regarding claim 13, Pallister teaches all of the above as noted and further teaches providing different qualities of service (see at least: 0028, 0031, claim 16). Pallister, however, does not expressly teach *wherein the quality of service is further defined as a guaranteed quality of service*. Hartsell teaches *wherein the quality of service is further defined as a guaranteed quality of service* (see at least: 0013, 0101, 0326). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Pallister to have included *wherein the quality of service is further defined as a guaranteed quality of service* as taught by Hartsell in order to provide an overall network infrastructure the ability to provide differentiated services in accordance with business objectives (see at least: Hartsell, abstract, 0013).

6. Claim 14 is rejected under 35 U.S.C. 103(a) as being unpatentable over Pallister in view of Lao et al. (US 20030220880).

Regarding claim 14, Pallister teaches all of the above as noted and further teaches a web service provider providing businesses with web services (see at least: 0005, 0014). Lao discloses where a company, such as Company ABC, creates (i.e. develops) and sells (i.e. provides) authoring applications to (see at least: 0172, Fig. 22-23), thereby teaching where a *provider* is further defined as a *developer*. It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Pallister to have included where a *provider* is further defined as a *developer* as taught by Lao in order to provide an improved

system and method for licensing of networked services, such as Web services, and the like (see at least: Lao, 0007).

7. Claims 18, and 23-24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Pallister in view of Zang et al. (US 20040220910).

Regarding claim 18, Pallister teaches a system and method for selling web services based on the quality of service comprising:

(see at least: abstract, Fig. 1);

offering, by a plurality of providers, web services based on a quality of service for each of the web service (see at least: abstract, 0028, Fig. 1-3, claim 16); The Examiner notes that accuracy, reliability, bandwidth, expected capacity, security, etc. represent qualities of service.

obtaining, by at least one customer, at least one of the web services having the quality of service for the at least one of the web services from a first provider (see at least: 0027, 0029-0030, Fig. 2-3).

enabling a use of the at least one of the web services through transaction with a proxy and *recording information on the transaction for the at least one web service on the proxy* (see at least: 0018-0019, Fig. 1). The Examiner notes that, because a customer has a profile of a desired web service inputted to the server 200, and the server 200 returns web services available from web service providers who match the profile, Pallister therein teaches at least the temporary storage of the request by the server 200 in order to make such comparisons and return matching results.

Though Pallister teaches at least the temporary storage of the request information (i.e. *transaction information*), it is not explicitly shown that part of the request information stored corresponds to *the quality of service for the at least one web service.*

In the same field of endeavor, Zang teaches a method and system utilizing various agents for the selection of web services from a UDDI database (see at least: abstract, 0170). Business rules (i.e. *information corresponding to the quality of service for at least one web service*) help to govern the automated selection of web services and are inputted into the system, with such rules including *quality of service* (see at least: 0021, 0048, 0115-0116, 0236-0242, Fig. 2, 5 and 9).

It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Pallister to have included recording *information corresponding to the quality of service for at least one web service* as taught by Zang in order to provide a system that not only satisfies the individual business requirements but also retrieves the best fit for the overall composed business process, thereby optimizing the business process (see at least: Zang abstract, 0011, 0028).

Regarding claim 23-24, Pallister in view of Zang teaches:

(23) *wherein the web services are further defined as based on a Web Services standard* (see at least: Pallister, abstract, 0005, 0007, 0019, claim 4).

(24) wherein the web services are further defined as reusable components operable for providing a service via the Internet (see at least: Pallister, 0004-0005, 0014-0015, 0020).

8. Claim 20 is rejected under 35 U.S.C. 103(a) as being unpatentable over Pallister in view of Zang, as applied to claims 18 and 23-24, and in further view of Hartsell.

Regarding claim 20, Pallister in view of Zang teaches all of the above as noted and further teaches providing different qualities of service with a wide variety of offerings. (see at least: 0007, 0024-0025, 0033). Pallister, however, does not expressly teach *wherein at least one of the web services are offered by one of the providers at a first price based on a first quality and a second price based on a second quality.* Hartsell teaches *wherein at least one of the web services are offered by one of the providers at a first price based on a first quality and a second price based on a second quality* (see at least: 0013, 0101, 0326). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Pallister in view of Zang to have included *wherein at least one of the web services are offered by one of the providers at a first price based on a first quality and a second price based on a second quality* as taught by Hartsell in order to provide an overall network infrastructure the ability to provide differentiated services in accordance with business objectives (see at least: Hartsell, abstract, 0013).

9. Claim 21 is rejected under 35 U.S.C. 103(a) as being unpatentable over Pallister in view of Zang, as applied to claims 18 and 23-24, and in further view of Powers (US 20020035521).

Regarding claim 21, Pallister in view of Zang teaches all of the above as noted and further teaches receiving bid offers (i.e. quotes) for web services through an auction system (see at least Fig. 2-3). Pallister also teaches where the user identifies criteria such as price or various qualities of service which they feel are most important (see at least: 0028, claim 16). Pallister however, does not expressly teach *wherein at least one of the web services are offered by one of the providers at an undetermined quality of service* Powers teaches where a price quote is received from a service center with a price and time stamp, wherein a user can select to be shown only the quote with the lowest price (i.e. the determining factor is only price). Thereby an offer is received and selected from a service center for which a quality of service has not been determined and price is the only determining factor (see at least: 0045, 0047, Fig. 2B). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Pallister in view of Zang to have included *wherein at least one of the web services are offered by one of the providers at an undetermined quality of service* as taught by Powers in order to receive and sort offers from service providers that best fit predetermined criteria of a user (see at least: Powers, 0047; Pallister, 0017, 0020).

10. Claim 22 is rejected under 35 U.S.C. 103(a) as being unpatentable over Pallister in view of Zang, as applied to claims 18 and 23-24, and in further view of Lao.

Regarding claim 22, Pallister in view of Zang teaches all of he above as noted and further teaches binding a customer to a web service and allowing limited use, pay per use, etc. of the obtained web service by the customer (see at least: 0020, 0030). Pallister, however, does not expressly teach providing *a license agreement accessible via the electronic marketplace system, the license agreement related to use by the customer of the web service obtained from the provider*. Lao teaches providing *a license agreement accessible via the electronic marketplace system, the license agreement related to use by the customer of the web service obtained from the provider* (see at least: abstract, 0003, 0007, 0038, 0041-0050, 0055-0058, 0062, 0066, Fig. 2-3, 6, and 11). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Pallister in view of Zang to have included *a license agreement accessible via the electronic marketplace system, the license agreement related to use by the customer of the web service obtained from the provider* as taught by Lao in order to provide an improved system and method for licensing of networked services, such as Web services, and the like (see at least: Lao, 0007).

11. Claims 28-29 is rejected under 35 U.S.C. 103(a) as being unpatentable over Pallister in view of Crites (US 20030110119).

Regarding claims 28-29, Pallister teaches all of eh above as noted and further teaches *wherein the offering component includes multiple combinations of price, quantity, and quality of service for each of the one or more web services offered* (see at least: 0007, 0017, 0020, 0028, 0033). Pallister, however, does note teach where the offerings by the web service providers can be mutually exclusive. Crites provides a technique for prioritization of offer listings for potential customers (see at least: abstract). Additionally, Crites teaches wherein the offer listing includes offers that are mutually exclusive (see at least: 0023, 0032, 0048, 0062, 0082). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Pallister to have included offerings that are *mutually exclusive* or *conditionally nested* as taught by Crites in order to provide a system that provides an offer listing for which offers that are not applicable to customers based on eligibility requirements or fail to meet an expected profit threshold are eliminated (see at least: Crites, abstract, 0006). The Examiner notes that because excluding an offer effectively falls under the idea of "modifying" an offer (i.e. *removing or revising*), an offer that excludes additional offers once the initial offer is selected (as is the case with Crites) encompasses both mutually exclusive and nested offers. Also note Applicant's Specification, Page10 line 22-Page 11 line 2.

12. Claims 32-33 are rejected under 35 U.S.C. 103(a) as being unpatentable over Pallister in view of Zang, as applied to claims 18 and 23-24, and in further view Hartsell et al. (US 20020049608).

Regarding claims 32-33, Pallister in view of Zang teaches all of the above as noted and further teaches where providers are compensated for the services and functionality they provide (see at least: Pallister, 0005). Pallister in view of Zang, however, does not expressly teach *enabling the at least on customer to pay the first of the providers for at least one of the web services wherein the payment corresponds with the information recorded on the proxy.* Hartsell teaches *enabling the at least on customer to pay the first of the providers for at least one of the web services wherein the payment corresponds with the information recorded on the proxy* (seen at least: 0012, 0015, 0095, 0302, 0325, Fig. 7). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Pallister in view of Zang to have included *enabling the at least on customer to pay the first of the providers for at least one of the web services wherein the payment corresponds with the information recorded on the proxy* as taught by Hartsell in order to provide competitive service differentiation and enhanced revenue generation (see at least: Hartsell, 0302).

Conclusion

13. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to William J. Allen whose telephone number is (571) 272-1443. The examiner can normally be reached on 8:00 AM to 5:30 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jeff A. Smith can be reached on (571) 272-6763. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

William J. Allen
Patent Examiner
February 22, 2007

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